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13 OrthoClear Holdings, Inc., and
14 Nonparties Christopher Kawaja and
15 Frank Liu

16
17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN FRANCISCO DIVISION**

20
21 ALIGN TECHNOLOGY, INC.,

22 Plaintiff,

23 v.

24 ORTHOCLEAR, INC. and
25 ORTHOCLEAR HOLDINGS, INC.,

26 Defendant.

Case No. CV 05-2948 MMC

~~PROPOSED~~ ORDER
WITHDRAWING DEFENDANTS AND
NONPARTIES KAWAJA'S AND LIU'S
MOTION TO QUASH

Courtroom: A, 15th Floor
Judge: Hon. Joseph Spero

1 On January 30, 2006, Defendants OrthoClear, Inc. ("OrthoClear") and OrthoClear
2 Holdings, Inc. ("Holdings"), and nonparties Christopher Kawaja and Farnk Liu
3 (collectively with OrthoClear and Holdings, "Movants"), filed a Motion to Quash
4 subpoenas of Align Technology, Inc ("Align"). Having considered the pleadings and
5 papers on file in this matter, and such other relevant information and evidence that were
6 presented to this Court, OrthoClear's Motion is **WITHDRAWN** as follows:

7 1. Movants withdraw their Motion as to LSL Property Group Holdings II DE
8 LLC ("LSL") in exchange for Align's limiting its subpoena to seek the following: any
9 lease(s) with LSL, correspondence, rental application(s), and evidence of rental payments.

10 2. Movants withdraw their Motion as to CA-580 California Street LLC Co.
11 ("CA-580") in exchange for Align's limiting its subpoena to seek only the following: any
12 lease(s) with CA-580, correspondence, rental application(s), and evidence of rental
13 payments.

14 3. Movants withdraw their Motion as to Bay Materials LLC ("Bay") in
15 exchange for Align's limiting its subpoena to seek only the following: contracts with
16 OrthoClear or Holdings, invoices, shipping information, correspondence, and evidence of
17 payments. Movants may redact the type of plastic Movants may have purchased from
18 Bay and the properties of that plastic.

19 4. Movants withdraw their Motion as to United Parcel Service General Services
20 Company ("UPS") in exchange for Align limiting its subpoena to seek only the following:
21 contracts with OrthoClear or Holdings, invoices, shipping information, correspondence,
22 and evidence of payments.

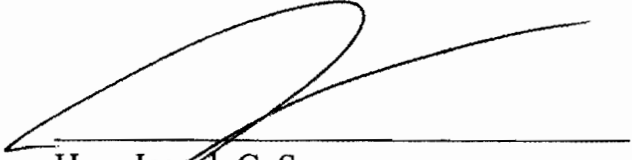
23 5. Movants withdraw their Motion to Quash as to St. Paul Travelers Insurance in
24 exchange for Align's limiting its subpoena to seek only the following: CGL and D&O
25 insurance policies issued to OrthoClear or Holdings, evidence of payment, and
26 communications and applications for CGL policies.

27 If and when any of these five entities decides to produce documents, it may
28 produce them to Movants' attorneys, who shall label the documents with appropriate

1 legends under the protective order and produce them to counsel for Align within two
2 business days of Movants' receipt of such documents

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4 IT IS SO ORDERED.

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6 Dated: 4/25/06


7 Hon. Joseph C. Spero
8 United States Magistrate Judge

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